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A G R E E M E N T

Between:

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

-and-

LOCAL 2306, AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

JANUARY 1, 1977 THRU DECEMBER 31, 1977

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STATEMENT OF INTENT AND PURPOSE

The following Agreement was entered into in good faith between the County of Hudson and Local 2306, American Federation of State, County and Municipal Employees, (AFL-CIO).

Our aim and goal is to establish a foundation for a normally acceptable Labor management partnership, which will give purpose to a more efficient Department and provide to our County, both its Administration and its citizens, the services to which it is entitled and needs. As a sociologically conscious Agency, it is our intent to normally strive for equity, justice and respect between all persons.

The terms of this Contract were entered into in order to more clearly fix existing areas in need of definitive agreement. When any event, condition, or contingency should arise, not covered herein, it is the intent of the undersigned to review the matter and mutually arrive at an equitable solution.

In this Intent and Purpose we attest:

NEGOTIATING TEAMS

COUNTY OF HUDSON

LOCAL #2306, AFSCME, AFL-CIO

THIS AGREEMENT dated _____, 1976, is entered into by and between the County of Hudson, 595 Newark Avenue, Jersey City, New Jersey, (hereinafter referred to as the "County") and Local #2306, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union"), 1 Foye Place, Jersey City, New Jersey. The duration of this Agreement shall be from January 1, 1977 to and including December 31, 1977.

ARTICLE I

DURATION OF AGREEMENT

A. This Agreement shall be effective from ~~January 1, 1977 and shall remain in full force and effect until December 31, 1977.~~

B. Negotiations on a successor contract shall commence on or about September, 1977, upon written notice by one party to the other.

C. By mutual agreement, this contract and its provisions can be extended to remain in full force and effect during any extended period of negotiations that take place on new contracts subsequent to this contract's expiration date.

D. If portions of this Agreement are found to be in violation of any statutes, the remaining portions of the Agreement shall be in effect.

E. By mutual agreement, any provisions of this contract may be reopened for purposes of negotiations.

ARTICLE II

RECOGNITION

In accordance with the certifications of the New Jersey Public Employment Relations Commission dated January 6, 1970 and November 12, 1972, the County recognizes the Union as the exclusive collective negotiations agent for the employees in the classification of Case Workers, Welfare Aides, Clerk Transcribers, Clerk Typists, Account Clerks, Clerk Stenographers, Clerks, Telephone Operators, Senior Clerk Transcribers, Senior Clerks, Senior Account Clerks, Senior Clerk Typists, Senior Clerk Stenographers, Senior Office Appliance Operators, Messenger, and Office Appliance Operators, both permanent and temporary.

In accordance with the resolution passed by the County, the latter recognizes the Union as the exclusive collective negotiations agent for Investigators and Social Service Aides without the intervention of the New Jersey Public Employment Relations Commission or an election under its rules.

The Recognition clause shall extend to all new titles or changes of titles involving personnel covered by this Agreement. It is further understood that the Recognition

clause shall extend to all new titles or changes of titles adopted by the County, below the Supervisory and Principal Clerk titles.

ARTICLE III
MANAGERIAL RIGHTS

It is the right of the County to determine the standard of services to be offered by its agency; determine the standards of selection for employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operation; determine methods, means and personnel by which its operations are to be conducted; determine the contents of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, except as specifically abridged, limited and modified by the terms of this Agreement.

The County's decision on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees, such as questions of workload or manning, are within the scope of collective bargaining.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Union representative with the Division

Chief designated by the County. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Union.

STEP TWO:

If the grievance is not settled through Step One, the same shall, within five (5) working days, be reduced to writing by the Union and submitted to the Director of the Department, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two, then the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County Executive or his designee. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three, then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Union shall

have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be Julius Malkin, Esq. of Hackensack, New Jersey. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own cost of the arbitration but the costs of the arbitrator shall be borne by the County and the Union equally.

The Union President, or his authorized representative, may report an impending grievance to the County Executive in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as observer at any hearing on the individual's grievance.

F. Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the County's facilities.

G. Investigation and processing grievances by officially designated Union Stewards which have been formalized and submitted in writing, shall be allowed providing that

such time shall be reasonable and limited to one (1) hour and provided there is no undue interruption of work activities. In emergency situations, these limitations may be extended. The accredited Union Steward shall provide reasonable notifications to his supervisor or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

The Union shall designate to the County the names of the officially accredited Union Stewards who shall have the authority under this Article. The total of such officially accredited Union Stewards shall not exceed twenty (20) and shall be distributed throughout the Division.

ARTICLE V
DUES DEDUCTION

1. The County agrees to deduct the annual dues of the Union from all employees upon the employees' authorization to do so and submitted in writing, pursuant with N.J.S. 52:14-15.9e - Head of State Government, Department of Officers. Such notice must be given to the Head Clerk Bookkeeper.

2. Such deductions shall be made in equal amounts every payday.

3. Monies collected by the County under this Article shall be remitted to the Treasurer of the Union as soon after each period as practicable. The dues check shall be accompanied by a list of members added and members who have resigned from employment.

4. During the months of January, April, July and October, the County shall submit to the Union a current list of employees from whom dues payments are being deducted.

ARTICLE VI
UNION RIGHTS

1. The Union shall have the right to distribute through the employees' mail boxes and/or desks, all material dealing with the proper and legitimate business of the Union, except during working hours.

2. The officers of the Union and representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Department Director, any conditions which may be a threat to the normal operating conditions of the County.

3. The County shall provide an appropriate place for the location of notices pertaining to said Union at all work locations.

4. When meetings are called that require the participation of the Union and the County at any departmental meetings, court proceedings, quasi-judicial meetings and any administrative meetings, such necessary representatives shall not lose pay as a result of such attendance.

5. There shall be no Union meetings on County premises without prior consent of the Department Director, who agrees not to withhold such consent without just cause.

6. A. No employee shall be terminated from employment without a hearing before the Department Director

or his designee. Any employee facing possible termination shall be represented by the Union, before such action is effected.

B. (1) The Department Director may suspend without pay, any employee due to misconduct, negligence, or for any other sufficient cause. The Department Director shall notify the employee and the Department of Civil Service of the reason for the suspension. It is the intention of the Department Director that where time permits, to give prior notice of the reason for said suspension. However, it is recognized that there may be instances where such advance notice is not possible.

(2) Before the Division Chief, Deputy, Administrator and/or Supervisor recommend to the Department Director suspension or termination of an employee, such Division Chief, Deputy, or Administrator and/or Supervisor, shall give the employee five (5) working days notice of the intention to suspend or terminate, during which time, an attempt will be made to resolve the matter at a meeting among the Division Chief, Deputy, Administrator and/or Supervisor, the employee and the Union.

7. Layoffs, terminations and demotions shall be on the basis of length of permanent service in title, accumulated by the employee, with the County or its successor employer.

8. In the event that the administration of assistance programs are transferred to other governmental agencies, employees with the most seniority in title, will have preference to those positions still remaining under the administration of the County.

9. During the duration of this contract, when a Caseworker, Investigator, Welfare Aide or Clerical position becomes vacant and an appointment is considered, and an employee currently working at the County is among the persons certified by the Civil Service Commission to this position, such employee will be given preference in appointment to the maximum extent permitted by law and regulations, provided that such employee's work performance warrants the appointment.

10. A. The County agrees to prepare a list of all appointments, both permanent and temporary, and to submit same to the Union President as soon as the Personnel Department prepares same for the Civil Service Department. (List applies to personnel within the bargaining Unit.)

B. All employees who have passed the Civil Service test shall be notified, in writing, as to whether or not they have been appointed. Any employee who is not appointed shall be notified, in writing, as to the reasons why he was not appointed. Such notification shall be given within

fifteen (15) working days following the employee's certification from the Civil Service list. Copies of all correspondence shall be given to the Union.

ARTICLE VII
ORGANIZATIONAL CHART

The County agrees to make available to the Union copies of the organizational chart now in use by the County. The County further agrees to notify the Union of any changes or proposed changes of said chart.

ARTICLE VIII

UNION ACTIVITY WITH PAY

The County agrees that during working hours, on its premises and without loss of pay, Union representatives shall be allowed to:

1. Represent employees in the negotiating unit pursuant to grievance hearings.
2. Attend negotiating meetings if designated as a member of the negotiating team.
3. Attend scheduled meetings with the County and its representatives concerning the application of this Agreement whenever the Union and the Department Director deem it necessary.

ARTICLE IX
MEETINGS AND CONFERENCES

Special meetings and conferences - The Department Division Chief Director, Deputy, and/or Administrative Supervisors shall meet with representatives of the Union whenever:

a. There are any changes in the present administrative guidelines which might affect the daily responsibilities of Casework or cause a significant change in same.

b. There are any new or additional programs added to the present system.

The purpose of such meetings will be to work out a coordinated plan in advance of implementation of said changes, to the best interest of clients, agency and staff.

c. The Department Director shall meet regularly with representatives of the Union to discuss the present administration of the categorical assistance programs and related programs with the aim of improving services to clients and to discuss and recommend changes dealing with the same. It is recommended that representatives of client groups be invited to join in such meetings.

ARTICLE X

TRANSFERS

A. VOLUNTARY TRANSFERS:

In all voluntary transfers of personnel, employees shall be transferred, in title, on the basis of their seniority in that title. Such transfers will depend upon the availability of job openings and adequate coverage of the vacancy created by the transfer. The County agrees to train someone to fill the vacancy in order to facilitate the transfer.

It is understood that the job openings will not be permanently filled in the interim. Employees will be limited to one (1) voluntary transfer per year. Voluntary transfers of employees shall be limited to one (1) every three (3) months within one supervisory unit or one clerical unit, designated as follows:

Clerks with special Social Service duties;
Clerks with special Validation duties;
Transcription Department; Machine Room;
Inactive File Room; Registers or Financial
Portion of Board Minutes; Insurance and
Burial Unit; Medicaid Unit, Bookkeeping

Department; File Rooms; Secretaries
to Supervisors; Clerical employees on
the 6th floor; Receptionist Room;
Assignment Clerks; Switchboard; Food
Stamp Department and WIN Program.

Personnel will have to demonstrate competence to perform the duties and will be given a one (1) to three (3) months period to demonstrate same at the discretion of the Director. Seniority is defined as an employee's unbroken length of service in the title classification with the employer.

B. INVOLUNTARY TRANSFERS:

In connection with all involuntary transfers, there will be a meeting between the Division Chief Administrative Supervisor, Deputy Division Chief, Chief Clerk or Head Clerk Bookkeeper, and the employee affected, concerning this transfer, during which the employee shall be notified of the purpose of this transfer. In involuntary transfers, the County will make such selection of individuals for transfer based on work performance and seniority.

C. JOB POSTING:

In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purposes of reassignment or promotion,

and to provide an opportunity to apply for existing or planned job vacancies, vacancies shall be posted upon their occurrence. Said notice shall remain posted for five (5) working days during which time an interested employee may make written request for the position through his appropriate Administrator. Failure to act within the above stated five (5) day period shall permit the employer to fill such vacancy. None of the above provisions shall preclude the employer from making an interim appointment.

D. DISCIPLINARY TRANSFERS:

Transfer or reassignment of other duties or areas shall not be made for the purpose of imposing discipline.

E. UNION OFFICERS AND STEWARDS:

The County and the Union recognize that Union officers and Stewards have in their relationship to their jobs a need for continuity in the assigned location which exceeds that of other fellow employees. The County will endeavor to maintain Union Officer and Job Steward continuity in their job assignments.

F. CONSOLIDATION OR ELIMINATION OF JOBS:

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities,

the development of new facilities or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the County.

Any employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

G. Such employee will have to demonstrate competence during a one (1) to three (3) month training period.

ARTICLE XI

LIBRARY

A Library Committee consisting of one (1) member of the Union and one (1) designee of the Department Director. This Committee will arrive at a bibliography to be purchased during the duration of this Agreement. The size of this bibliography will be decided by the Committee. The bibliography will be ordered within sixty (60) days following the signing of this Agreement, to the extent of available appropriation.

ARTICLE XII

PERSONNEL FILES AND EVALUATIONS

1. Duplicate copies of evaluations by Supervisors will be given to the respective employee as per Civil Service Rule 4:1-20.2.

a. Evaluation shall be made at least once each year for all employees.

b. Each employee shall be notified of his performance and shall have the opportunity to review such evaluation with his or her Supervisor. Subsequent reviews for consideration of an employee's evaluation may be had with the Administrative Supervisor, Chief Clerk or Head Clerk Bookkeeper.

2. All employees shall have access to their own personnel file during reasonable working hours of 9:00 to 11:00 A.M., and 1:00 to 3:00 P.M., upon written notification to their Administrative Supervisor, Chief Clerk or Head Clerk Bookkeeper.

3. All documents contained in this file shall be sequentially numbered and upon examination of said documents, each document shall be initialed by employees concerned.

4. The signature affixed to any document on any data does not indicate in any way that the employee agrees

with the contents of this file. This signature is affixed to show only that this file has been reviewed in accordance with the contractual agreement between the County and the Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in this file dating from January 1, 1974, either in total or in part.

5. A copy of subsequent documents placed in the personnel file shall be given to the employee.

ARTICLE XIII

HOURS OF EMPLOYMENT

1. The workday shall begin at 8:30 A.M. and terminate at 4:15 P.M.

2. Three-fourths of an hour shall be allowed for lunch, from 12:00 to 12:45 PM.

3. Overtime: Employees covered by this Agreement will be compensated at the rate of time and one half in cash for overtime hours accrued in excess of the normal hours of the established workweek. Hours worked on a holiday shall be compensated at time and one half in addition to the holiday credit. Overtime will be computed at the rate of one and one half times the regular hourly rate of that employee. Net accumulated overtime on a weekly basis shall be compensated on a monthly basis at the rate of time and one half pay. Assignment of opportunity for overtime earnings shall be made on a rotating basis in order of seniority in title.

4. Coffee Breaks: There shall be two (2) fifteen (15) minute coffee breaks during the day, allowed at any time during the day, subject to the individual's schedule. Each

break shall not exceed fifteen (15) minutes, provided that coffee breaks shall not be used either to lengthen the lunch period or shorten the workday. Employees shall remain on their respective floors during coffee breaks.

5. Welfare Aides who are in the field, need not return to the office at 3:30 P.M. This provision shall be reviewed for possible revision after six (6) months.

ARTICLE XIV

VACATION

The following provisions apply to all employees within the bargaining unit employed at the Welfare Board up to and including June 30, 1974:

1. PERMANENT EMPLOYEES:

a. Fifteen (15) vacation days starting on January 1st of the year following their appointment from a Civil Service list, based on 1 1/4 days earned a month.

b. (1) After 16 years of employment, 16 days vacation days shall be granted.

(2) After 17 years of employment, 17 days shall be granted.

(3) After 18 years of employment, 18 days shall be granted.

(4) After 19 years of employment, 19 days shall be granted.

(5) After 20 years of employment, 20 days shall be granted.

c. Scheduling of vacation shall be granted on seniority basis. In event of conflict of vacation schedule,

seniority in title shall prevail.

d. Vacation time shall be granted on short notice in the event of an emergency.

e. In event of termination, only earned vacation will be paid.

f. Vacation may be carried into the following year, but no further.

Where an employee has either resigned or been terminated from his services with the County and has used his credited but unearned vacation time receiving pay therefor, he shall refund to the County the amount of such overpayment. Where such an employee has a salary check due him at the time of such resignation or termination, the County shall deduct the amount of overpayment therefrom.

2. TEMPORARY EMPLOYEES:

a. Temporary employees shall be granted one (1) working day vacation leave for each full month of service or a major fraction thereof, during temporary employment, to be taken as accrued. No vacation leave in excess of the amount actually earned will be approved in anticipation of continued employment.

b. Scheduling of vacations shall be granted on seniority basis in event of conflict of vacation schedule, seniority in title shall prevail.

c. Vacation time shall be granted on short notice in the event of an emergency.

d. In the event of termination of employment, earned vacation will be paid.

e. Vacation may be carried to the following year and no further.

3. REQUESTS FOR VACATION:

a. Requests for vacation shall be made and submitted in advance for permission at any time of the year. Vacation may be taken at any time with the intent that employees will continue employment to the end of the calendar year, permission not to be withheld without substantial reason.

4. All employees hired on or after July 1, 1974 will receive vacation and personal days, which is twelve (12) Vacation Days and three (3) Personal Days after one year of service through five years of service. After five years of service the schedule set forth in Article XIV, paragraph 1, shall apply.

ARTICLE XV
PERSONAL DAYS

1. Employees of the County with not less than one (1) year's continuous service, shall be entitled to two (2) Personal Days per year. An additional Personal Day shall be granted to employees after five (5) years of service.

2. Only those employees with one (1) year's continuous service will be entitled to the above Personal Days, to be granted to them after their respective anniversary dates.

3. a. Requests for Personal Days shall be made in writing at least twenty four (24) hours in advance and approved in advance of the request date or dates from the employee's immediate Supervisor, Deputy Director, Administrative Supervisor, Chief Clerk or Head Clerk Bookkeeper.

b. Personal days shall be granted on short notice in the event of an emergency.

ARTICLE XVI

HOLIDAYS

1. Regular paid holidays shall be as follows:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Lincoln's Birthday	Columbus Day
Good Friday	General Election
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. In addition to the aforementioned holidays, the County will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the County Executive declares a holiday for all County employees.

3. ABSENCE BEFORE AND AFTER HOLIDAY.

An employee who is absent from work due to illness the day before and the day following a legal holiday, shall not be paid for the holiday unless he has accrued sick leave or has requested vacation time in advance, or produces a doctor's certificate.

ARTICLE XVII

SICK LEAVE

1. PERMANENT EMPLOYEES:

a. Fifteen (15) sick days starting on January 1st of the year following their appointment from Civil Service list, based on 1 1/4 day earned a month. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year.

b. Sick leave may be accumulated indefinitely during term of employment.

c. In the event of termination of employment due to illness, the effective date of termination shall be after earned sick leave is used.

d. If the matter of the employee's dismissal is taken up through the Grievance Procedure or an appeal is made to the Civil Service Commission and a final decision is handed down ordering a reinstatement of such employee, the said employee, upon reinstatement by the County shall be entitled to the sick time and vacation time earned, before dismissal and up to the date of the reinstatement, if so ordered.

2. TEMPORARY EMPLOYEES:

a. Temporary employees shall be granted one (1) working day sick leave for each full month of service or a major fraction thereof during the remainder of the first year

of employment, and 15 days a year thereafter, to be taken as accrued.

b. Sick leave may be accumulated indefinitely during term of employment.

c. In event of termination of employment due to illness, earned sick leave will be paid. See paragraph (c) page 32.

d. If the matter of the employee's dismissal is taken up through the grievance procedure or an appeal is made to the Civil Service Commission and a final decision is handed down ordering a reinstatement of such employee, the said employee, upon reinstatement by the County, shall be entitled to the sick time and vacation time earned, before dismissal, and up to the date of the reinstatement, if so ordered.

3. DOCTOR'S CERTIFICATE:

a. A Doctor's statement for illness shall be required after five (5) consecutive workdays absence and pursuant with Civil Service regulations. The Department Director may require acceptable medical evidence substantiating illness whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

4. CHECKING RECORDS FOR VERIFICATION OF ACCUMULATED VACATION AND SICK LEAVE:

Upon a reasonable written request of employee to Deputy Division Chief, Administrative Supervisor, Chief Clerk or

Head Clerk Bookkeeper, information regarding accumulated vacation and sick leave will be given. It is not the intent of the administration to deny this request.

5. REIMBURSEMENT:

Where an employee has either resigned or been terminated from his services with the County and has used his credited but unearned sick time receiving pay therefore, he shall refund to the County the amount of such overpayment. Where such an employee has a salary check due him at the time of such resignation or termination, the County shall deduct the amount of overpayment therefrom.

ARTICLE XVIII

PAID LEAVE

1. EMERGENCY AND SPECIAL LEAVE:

Employees shall be granted Emergency and Special Leave pursuant to N.J.A.C. 4:1-17.8.

2. VOTING TIME

Employees shall be granted a leave of absence with pay in accordance with County Policy.

ARTICLE XIV

LEAVES

1. REASONABLE PURPOSE:

a. PERMANENT EMPLOYEES:

Leaves of Absence, for a limited period not to exceed three (3) months, may be granted to permanent employees for any reasonable period and such leave may be extended or renewed, on written application, up to twelve (12) months, with approval of the County.

b. TEMPORARY EMPLOYEES:

Temporary employees may be granted authorized leave of absence, without pay, for a maximum period of sixty (60) days for reasons deemed appropriate by the County Executive, and such leave may not be consecutively renewed or extended.

2. UNION BUSINESS:

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the employer, may, at the written request of the Union, be granted a Leave of Absence, or excused absence, without pay. The Leave of Absence shall not exceed three (3) months but it may be renewed or extended for a similar period, up to one (1) year, at any time, upon the written request of the Union, with approval of the County.

3. EDUCATION:

After completing two (2) years of service, any permanent employee, upon written request, may be granted a Leave of Absence for educational purposes. The period of the Leave of Absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee, with County approval, subject to Civil Service regulations.

One year's Leave of Absence (with any requested extension) for educational purposes, shall not be provided more than once every three (3) years.

4. EXTENDED SICK LEAVE:

Extended Sick Leave without pay, will be granted to permanent employees for a period not to exceed one (1) year, provided that such leave has been substantiated by a Medical Certificate; such leave to be extended upon request and with the approval of the County and the Department of Civil Service.

5. INTENT:

It is not the intent that permission shall be withheld on the above-mentioned requests without substantial reason.

6. INJURY ON JOB:

a. An employee injured on the job shall be entitled to apply accumulated sick time against the time while off the job due to injury; or

b. An employee injured on the job shall be entitled to receive payment for the injury in accordance with the Workmen's Compensation Disabilities Schedule.

7. MATERNITY LEAVE:

Maternity Leave for pregnancy and confinement will be granted to permanent employees. Such request must be accompanied by a written and signed physician's statement. Such leave will be granted for a period of six (6) months and will be, upon written request, extended to a maximum of one (1) year. The employee may exhaust all sick and vacation time during such leave.

8. Any salary raise or increment granted as a result of union negotiations and becoming effective while an employee is on maternity leave shall be added to the employee's annual salary. This increase will only take effect upon the employee's return from such leave and will apply to services performed from that time forward.

9. MILITARY LEAVE:

Military Leave to be granted as provided by Federal Law.

ARTICLE XX

LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS

Leave will be granted to Union delegates to attend Conventions and Conferences, not to exceed twenty five (25) days in the aggregate, during the year of the biennial A.F.S.C.M.E. Conference and not to exceed twenty (20) days in interim years.

JOB TITLE	JOB CODE	STATE CODE	MIN	MAX
ACCOUNT CLERK	10	252140	5,600.00	8,600.00
ACCOUNT CLK TYPIST	15		6,000.00	9,000.00
ACCOUNTANT	20	241140	9,000.00	12,500.00
CLERK	1190	651070	5,600.00	8,600.00
CLERK TRANSCRIBER	1250	671040	6,000.00	9,000.00
CLERK TYPIST	1260	654310	6,000.00	9,000.00
INCOME MAINTENANCE SPECIALIST	2624		10,000.00	14,000.00
INCOME MAINTENANCE TECHNICIAN	2628		7,600.00	11,500.00
INVESTIGATOR WELFARE BOARD	2744		10,000.00	14,000.00
MESSENGER	3190	643130	5,600.00	8,600.00
OFFICE APPLIANCE OPER	3285		6,000.00	9,000.00
PRIN ACCOUNT CLERK	3590	252040	7,000.00	10,500.00
PRIN CLERK	3640	651040	7,000.00	10,500.00
SOCIAL SERVICE AIDE	4515		5,600.00	8,600.00
SOCIAL WORKER	4517		10,000.00	14,000.00
SR ACCOUNT CLERK	4550	252080	6,500.00	10,000.00
SR ACCOUNT CLERK TYPIST	4560	252090	6,500.00	10,000.00
SR CLERK	4710	651060	6,500.00	10,000.00
SR CLERK TRANSCRIBER	4750	671030	6,500.00	10,000.00
SR CLERK TYPIST	4760	654290	6,500.00	10,000.00
SR MAIL CLERK	5010	652040	6,500.00	10,000.00
SR OFFICE APPLIANCE OPER	5173		6,500.00	10,000.00
TELEPHONE OPER	5710	630120	6,500.00	9,500.00

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ARTICLE XXI
JOB CLASSIFICATION

JOB TITLE

ARTICLE XXII
HEALTH AND WELFARE

1. The County agrees to provide health insurance coverage for eligible employees and their immediate families in accordance with the existing Hudson County Health Benefit Program, provided that in the event that Hudson County extends the coverage afforded its employees, it shall automatically apply to employees covered by this contract.

2. The Hudson County Pension Plan shall be available to all employees except where prohibited by law.

3. The existing Credit Union shall be made available to all employees.

ARTICLE XXIII

CAR MILEAGE AND INSURANCE

1. All employees responsible for field assignments shall receive \$.15 per mile as submitted on an itemized voucher. Any increase in mileage allowance by the County shall be granted proportionately to employees covered by this Contract.

2. INSURANCE:

The County shall provide to all employees performing field work and using his or personal automobile:

- a. Liability Insurance for \$100,000. per person and for \$300,000. per occurrence.
- b. Property Damage - \$10,000.

ARTICLE XXIV
EDUCATIONAL STIPENDS

Final decision on applications for educational leave will be the responsibility of the County. In screening applicants for educational stipends, the County shall take into consideration the following:

1. Applicant's performance in present job, seniority, his interest and capacity for studying at a graduate level and his potential for special job assignments.
2. Applicant must be an employee of the County, in a permanent status, for at least two (2) years.
3. Selection will be limited to two (2) candidates per year for a Master's Degree in Social Work, in New Jersey State University.
4. Approval is contingent upon Agency's ability to absorb and reassign workload during the period of study.
5. Upon graduation, employee must remain with this County for a period of a month and a half (1 1/2) for every month's attendance at school.

6. Subject to County approval, the cost of any graduate or undergraduate courses taken by permanent employees with two (2) years of service, with this Agency, in order to increase their knowledge in the fields of Social Work, Psychology, Sociology or other job-related fields, will be reimbursed by the County provided that the employees make application, in writing, in advance, continue in full-time employment with the County and attain a passing grade. Such courses are to be taken at a New Jersey State Institution during non-working hours.

7. The County will pay for tuition and stipends and specified expenses.

8. Applicants hereunder will be limited to employees within the bargaining unit.

ARTICLE XXV

PROMOTIONS AND APPOINTMENTS

1. Upon promotion of a permanent employee, all sick leave and vacation balances shall be retained by the employee.

2. Upon promotion, an employee shall be informed of his new rate of compensation one week in advance of the effective date.

3. Whenever a position becomes vacant, seniority and past performance shall be weighted evenly in filling the position.

4. PROMOTIONAL INCREASE:

Any employee who is promoted to another title with a higher salary range shall have his/her salary adjusted to the minimum of the new range or receive five per cent of the minimum of the new range whichever is greater.

5. APPOINTMENTS:

a. During the duration of the contract, employees will be given preference in appointment from Civil Service lists of Eligibles, to the maximum extent permitted by law and regulations provided that such employee's work performance warrants the appointment.

b. Any employee working with this Division for a minimum of three (3) months and who, during that period or afterwards, takes and passes the competitive Civil Service Examination, shall be appointed to the permanent position, subject to Civil Service rules and the existence of vacancy.

ARTICLE XXVI

HIRING

Hiring is a managerial right. Only those meeting Civil Service requirements shall be subject to hiring.

ARTICLE XXVII

TRAINING

The County will endeavor to provide at least one (1) Training Supervisor who meets the Civil Service specifications.

ARTICLE XXVIII

NON-DISCRIMINATION CLAUSE

The County recognizes the constitutional equality of each and every employee, and agrees that no employee shall be discriminated against in the course of his employment with this County by reason of age, sex, marital status, race, religion, national origin, political affiliations or Union membership or Union activity authorized by the contract.

ARTICLE XXIV

WORK STOPPAGE

Neither the Union nor any employee represented by it, will engage in, or support any strike, work stoppage, slowdown or other job action. There shall be no union activity on County premises during business hours except by mutual consent and as hereinbefore agreed upon.

ARTICLE XXX

GENERAL PROVISIONS

WORK RULES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE XXXI

CONTRACTING AND SUB-CONTRACTING OF PUBLIC WORK

During the term of this Agreement, the Employer shall not contract out or sub-contract any public work which is capable of being performed by existing personnel within their titles.

ARTICLE XXXII

SALARIES AND COMPENSATION

A. For the period January 1, 1976 thru December 31, 1976 the County shall continue the Salaries and Compensation Program as established in the preceding contract between the Union and the former autonomous Welfare Board.

B. The foregoing is construed to mean that the increment payments which become due the period January 1, 1976 thru December 31, 1976 shall be paid.

C. The differential pay that is presently being received by employees covered by this Agreement shall be included in the base pay of those employees.

D. Effective January 1, 1977 all employees covered by this Agreement shall receive a salary increase of \$423.00 per annum. Further, effective January 1, 1977 the increment program shall be discontinued. Furthermore, all reference and application of various State rulings concerning columns in Schedule 11 shall be discontinued effective January 1, 1977.

E. The 27th pay which amounts to a two week payment which shall be granted in the year 1976 shall be paid on December 31, 1976; and shall be considered on a one-time basis only, and shall not be considered part of the base pay.

F. There will be no other salary increases during the term of this Agreement other than those increases which have been negotiated by the parties and included hereinabove in this Article.

ARTICLE XXXIII

ENTITLEMENT OF ECONOMIC BENEFITS

Only employees engaged in employment with this County on *November 15*, 1976 will be entitled to the salaries and compensations previously noted and all other hereinbefore mentioned economic benefits.

ARTICLE XXXIV

PRESCRIPTION DRUG PROGRAM

Effective January 1, 1977 the Prescription Drug Program as established by the County shall be provided in accordance with the County's procedures and practices to the employees covered in this bargaining unit; the cost to employees in this unit which shall be paid for by the County shall not exceed \$50.00 per employee in 1977.

ARTICLE XXXV

LONGEVITY

A. The County of Hudson recognizing the importance of long term employees of the County of Hudson sets forth the following longevity program which shall be made effective July 1, 1976 is as follows:

(a) for employees with more than five (5) years of service but not more than ten (10) years of service - \$200.00 per annum;

(b) for employees with more than ten (10) years of service but not more than fifteen (15) years of service - \$400.00 per annum;

(c) for employees with more than fifteen (15) years of service but not more than twenty (20) years of service - \$600.00 per annum;

(d) for employees with more than twenty (20) years of service - \$800.00 per annum.

The longevity program shall be implemented only for full time employees. Employees working less than a regular full time schedule shall not be eligible for longevity.

IN WITNESS WHEREOF, the parties have entered
into this Agreement and caused same to be executed by its
respective officers or agents on the 15th day of November
1976.

COUNTY OF HUDSON

By Edward F. Clark, Jr.
Edward F. Clark, Jr.
County Executive

ATTEST:

Sarahy Rieth
Deputy Clerk, Board of Chosen Freeholders

LOCAL #2306, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

By Milton Felker
President

Ralph J. Collo U.P.
Michael Lanni, G. Dir.
Council 52

6580

DEC 19 1976